

A G R E E M E N T

THIS AGREEMENT, made and entered into this 15th day of March, 1966, by and between the STATE OF OREGON, by and through its State Highway Commission, hereinafter called "State," and the CITY OF ELGIN, a municipal corporation created and existing under the laws of the State of Oregon, by and through its corporate officers, hereinafter called "City,"

W I T N E S S E T H:

RECITALS:

I. Pursuant to the provisions of ORS 366.800 and 366.805 there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 (\$250,000) Dollars, and said sum has been set up in a separate account to be administered by the State Highway Commission and to be spent each year by said Commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic.

II. City desires to share in the benefits of said law and for such purpose has requested State to consider a project for the improvement of the following described street or streets or portions thereof:

Alder Street from 19th Avenue to 14th Avenue.

III. State has considered said request of City for said project and has determined that said street or streets, or portions thereof, are not a part of the state highway system and are receiving excessive wear through sudden increase in population in the area or heavy and unusual traffic and need to be improved.

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals, and IN CONSIDERATION of the covenants, conditions, provisions, and terms hereinafter set forth, it is agreed by and between State and City as follows:

(1) GENERAL DESCRIPTION OF SAID PROJECT AND APPORTIONMENT OF COSTS THEREOF BETWEEN STATE AND CITY:

(a) Said project shall consist of the following:

Grade, base, and place asphaltic concrete pavement 22 feet in width with 2-foot shoulders.

Attached hereto, marked Exhibit "A" and by this reference made a part hereof, is a print showing the location and limits of said project colored in red.

(b) The costs of said project shall be apportioned between and paid for by State and City as follows: State shall pay the cost of the project, excepting concrete curbs, not to exceed Twenty Thousand and No/100 (\$20,000) Dollars, and City shall pay the total cost of concrete curbs and any additional cost of the project in excess of said Twenty Thousand and No/100 (\$20,000) Dollars. The estimated cost of said project is Twenty-eight Thousand and No/100 (\$28,000)----- Dollars; however, the actual costs, whether more or less than said estimate, shall govern and control.

(2) THINGS TO BE DONE AND OBLIGATIONS ASSUMED BY CITY:

(a) City shall provide without cost to State all rights-of-way, clear of all buildings, structures, and other improvements, and all easements, rights, and other interests in real property necessary or deemed necessary by State for said project.

(b) City shall, without cost to State and in accordance with the provisions of its charter and ordinances, reestablish the grades of all streets in which grade changes are made necessary by said project.

(c) City shall, without cost to State, relocate or reconstruct, or cause to be relocated or reconstructed, all water, sewer, gas, electric, telephone, telegraph, railroad, street railway and all other utility conduits, lines, poles, mains, pipes, tracks, and facilities of every kind and nature made necessary to be relocated or reconstructed to conform with the proposed plans and ultimate requirements of said project.

(d) City shall save harmless and blameless and shall indemnify the State or Oregon, its State Highway Commission and members thereof, its officers, employees, contractors and agents from all lawful claims, demands, damages, actions and suits and costs of actions and suits, whatsoever, arising out of or as a result of the acquisition, appropriation or use of said rights-of-way, easements, rights and other interests in real property, the change of grade of any existing street, including but not being limited to liability under ORS 373.040, and the relocation and reconstruction, or failure to properly relocate or reconstruct said utility facilities of every kind and nature.

(e) Upon completion of said project, City shall assume and be solely responsible for the maintenance of said street or streets, or portions thereof, involved in said project.

(f) City understands and agrees that State's participation in said project is solely for benefit of City and that State, by said participation does not assume any jurisdiction or control over said street or streets, or portions thereof, and shall be under no obligation to maintain same.

(g) City represents to State that it has adequate funds available and at its immediate disposal for the City's share of the project covered herein, as provided for in paragraph 1(b) above.

(h) In the event that the project requires funds in excess of Twenty Thousand and No/100 (\$20,000) Dollars, the City shall promptly upon demand by State deposit such a sum of money as when added to the said Twenty Thousand and No/100 (\$20,000) Dollars will equal the estimated cost of the

project as revised pursuant to the successful contractor's bid, it being further understood that in the event City is required to make said deposit, that when the entire project has been completed and the total cost thereof determined if the said sum deposited exceeds the City's share of the total cost of said project, then the surplus shall be refunded to City. If, however, the said sum deposited does not equal City's share of the total cost of the project as provided for in paragraph 1(b) hereof, then City shall promptly upon receipt of an itemized bill from State pay to State such an amount of money as when added to the said sum deposited will equal City's share of the total cost.

(3) THINGS TO BE DONE AND OBLIGATIONS ASSUMED BY STATE:

(a) State shall prepare plans and specifications for said project, and State shall have exclusive jurisdiction, discretion, judgment and control over the design of said street or streets, or portions thereof, and all other construction details and matters involved in said project.

(b) State shall, when in its judgment the public interest would be served best thereby, by contract, or by other means within its discretion, perform and accomplish said project.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals.

The project, the basis for the within agreement, was approved by the Oregon State Highway Commission on December 14, 1965. The Secretary for the Commission has been authorized and directed to sign the within agreement for and on behalf of the Commission. Said authority is set forth in Volume 50, Page 34506, Minute Book of the Oregon State Highway Commission.

APPROVED:

J. B. Klabre
Assistant State Highway Engineer

Floyd Query
Secretary

APPROVED AS TO FORM:

F. E. Blude
Chief Counsel

CITY OF ELGIN, OREGON,
a municipal corporation acting by
and through its corporate officers

By Lloyd A. Spike
Mayor

ATTEST:

By Etchel Hunt
Recorder

RESOLUTION NO. _____

WHEREAS, THE STATE OF OREGON, acting by and through its State Highway Commission, has caused to be prepared and submitted to the CITY OF

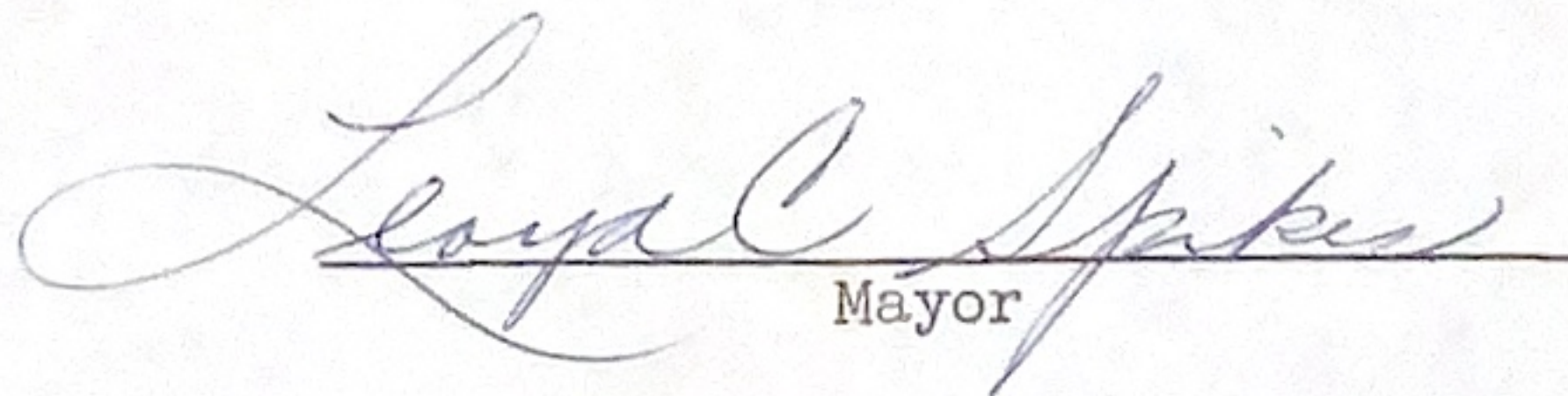
ELGIN an agreement providing for the improvement of _____
Alder Street from 19th Avenue to 14th Avenue

within the said City, by the terms of which agreement the State is to pay the costs not to exceed \$20,000 and the City is to pay all costs in excess of \$20,000 as its share of the total cost of such improvement; and

WHEREAS, said agreement as submitted has been read in full to the Council of said City and approved as submitted;

NOW, THEREFORE, BE IT RESOLVED by the City of Elgin that the Mayor and Recorder are hereby directed and authorized to execute said agreement on behalf of said City.

The foregoing resolution was duly adopted by the Council of the City of Elgin on the 8th day of March, 1946.


Mayor

ATTEST:

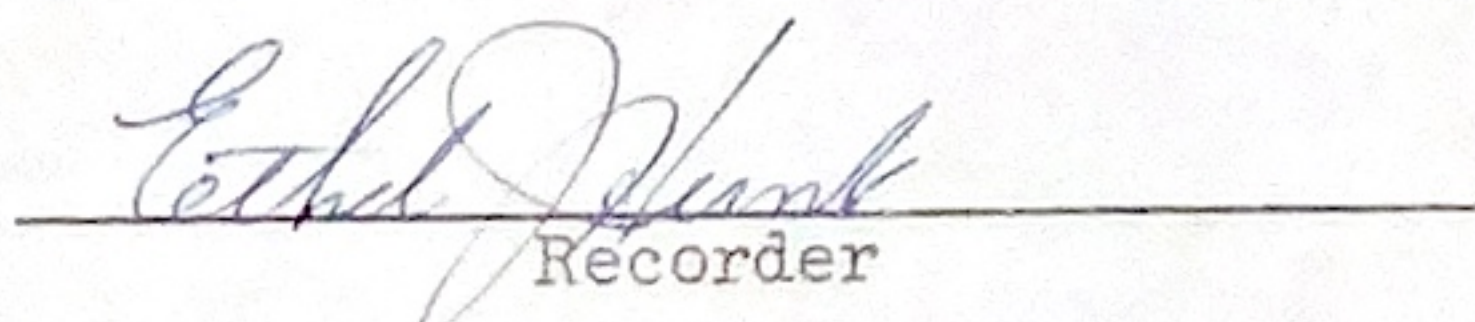
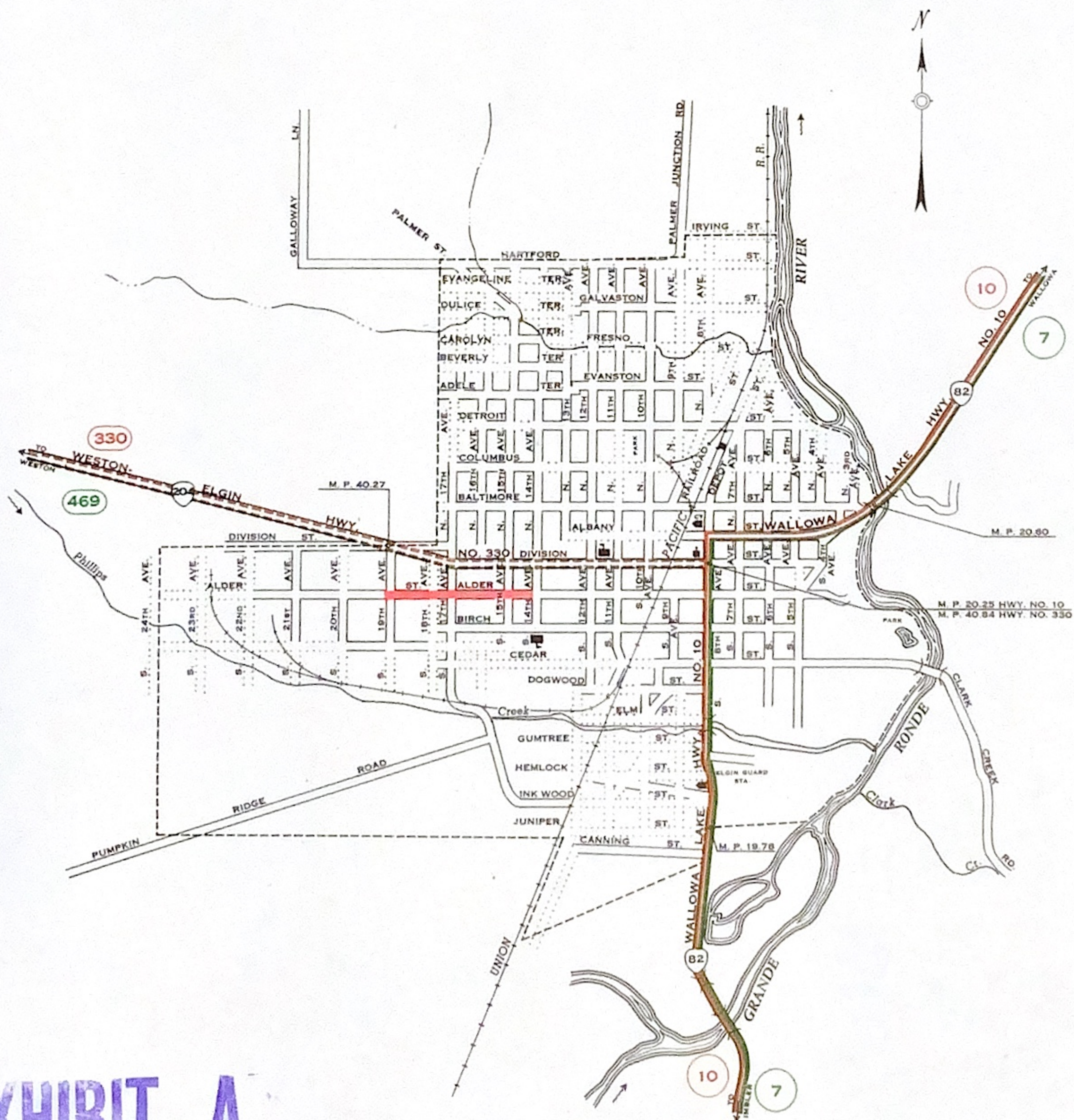

Recorder

EXHIBIT A



HIGHWAY CLASSIFICATION

	State (Red)	Federal (Green)
PRIMARY		
SECONDARY		
OTHER		

SIGNED ROUTES

INTERSTATE	
U.S.	
ORE.	

LEGEND

	Post Office		Public Bldg
	School		City Hall
	R R Depot		Court House
			Armory
			Library
	Street open for travel		
	Street dedicated but not open		
	City Limits		

ELGIN

UNION COUNTY, OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION
IN COOPERATION WITH THE
U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Population 1,315

Scale in Feet



August 1963